

**MIAMI UNIVERSITY
PRESIDENTIAL EMPLOYMENT AGREEMENT**

This Presidential Employment Agreement (this "Agreement") between Miami University (the "University") and Gregory P. Crawford, Ph.D. ("Dr. Crawford"), provides the terms and conditions of Dr. Crawford's employment as President and a tenured member of the faculty of the University.

1. **Term.** The Board hereby appoints and employs Dr. Crawford to serve as the President of the University for a term beginning July 1, 2016 and ending June 30, 2021. Dr. Crawford is employed to serve as President under the regulations, policies, and rules of the University, and as requested by the Board. Dr. Crawford accepts such employment as President for a term beginning July 1, 2016 and ending June 30, 2021 (the "Term").

2. **Powers and Duties.** Dr. Crawford shall perform those services and duties that are incident to the Office of the President, as the chief executive officer of the University, including, without limitation, the duties set forth in the Regulations of the Board of Trustees and other actions of the Board (collectively, the "Duties"). Dr. Crawford shall devote his full-time, attention, skill, and efforts to the faithful performance of the Duties for the University, except as set forth in Section 10 ("Outside Activities"). Dr. Crawford and the Board acknowledge and agree that the Duties hereunder shall be to supervise the entire program of activities of the University and shall be consistent with those customarily performed by presidents of colleges and universities comparable in size and type to the University, including, without limitation: (a) institutional, faculty, and educational leadership and management; (b) fostering positive external relationships with federal, state and local government; (c) fundraising, development, public and alumni relations; (d) long range and strategic planning and budget formulation; (e) recruitment, appointment, promotion and dismissal of faculty and staff members; and (f) such other duties as may be mutually agreed upon by Dr. Crawford and the Board or assigned to Dr. Crawford by the Board. Dr. Crawford also serves as an ex-officio member of the Miami University Foundation's Board of Trustees. Should Dr. Crawford's employment as President cease for any reason, Dr. Crawford's service as a member of the Miami University Foundation's Board of Trustees will also cease.

The Board expects Dr. Crawford to develop and maintain personal relationships with alumni, donors and potential donors as part of his fundraising, development, and alumni relations duties. Such efforts may require Dr. Crawford to be a guest in the homes of alumni, donors and potential donors and will require Dr. Crawford to participate in social and recreational activities with these individuals. The Board believes that such relationships are critical to the University's fundraising, development and alumni relations efforts and expects Dr. Crawford to participate in such activities.

3. **Compensation.**

a. **Annual Base Salary.** As compensation for the services to be performed by Dr. Crawford pursuant to this Agreement, the University shall pay Dr. Crawford an annual

base salary of \$495,000, (the "Base Salary"), less applicable deductions, in equal monthly installments. All compensation received by Dr. Crawford will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other payroll taxes. During the Term of this Agreement, Dr. Crawford's Base Salary may be increased, but not decreased. Any increases in the Base Salary shall be within the Board's sole discretion and shall be based upon Dr. Crawford's performance during the previous 12 months in connection with the annual evaluation of Dr. Crawford's performance, as set forth in Section 5 of this Agreement.

b. Internal Revenue Code § 457(f) Plans. The University shall establish a nonqualified (ineligible) deferred compensation plan under Section 457(f) of the Internal Revenue Code of 1986, as amended, and any regulations there under (the "Code") for Dr. Crawford's benefit (the "Plan" or the "457(f) Plan"). The University shall create a bookkeeping account under the Plan (the "Account") and credit \$30,000 per contract year. The Plan shall include a substantial risk of forfeiture provision in which amounts deferred under Dr. Crawford's Account vests. The deferred compensation shall vest at the completion of the Term; provided however, should Dr. Crawford be unable to complete the Term due to his death, permanent disability (as defined by Section 409(a)(2)(C)), or termination without Cause by the University (pursuant to Section 9(b)) all credits made to the deferred compensation account shall be deemed to vest. If Dr. Crawford is terminated for cause (pursuant to Section 9(a)) or voluntarily resigns from employment (pursuant to Section 9(c)), Dr. Crawford shall not receive any accrued deferred compensation under this ineligible deferred compensation Plan. Any other terms and conditions of the deferred compensation Plan shall be set forth in a document separate and apart from this Agreement but shall include a substantial risk of forfeiture provision. Both parties acknowledge that future guidance issued by the Internal Revenue Service with respect to Section 409A of the Code or Section 457(f) of the Code may necessitate an amendment of this Section 4(b) and the parties mutually agree to amend this Section 4(b) to comply with such guidance.

c. Annual Bonus. Dr. Crawford shall be eligible for a bonus beginning July 1, 2017. The amount of any performance bonus shall be within the Board's sole discretion but will not exceed \$75,000 per contract year. The bonus shall be based upon Dr. Crawford's performance during the previous year and determined in connection with the annual evaluation of Dr. Crawford's performance, as set forth in Section 4 of this Agreement. Annual bonuses are not subject to retirement contributions.

4. Annual Evaluation. On or before August 15th each year Dr. Crawford shall provide to the Chair and Vice Chair of the Board (the "Chair") proposed goals and objectives for the year period beginning on September 1st. The Board or its designee (referred to in this Section 4 as the "Board"), and Dr. Crawford shall discuss Dr. Crawford's goals and objectives, after which time the Board and Dr. Crawford shall agree upon goals and objectives for the year period. On or before August 15 of each year, Dr. Crawford shall initiate the evaluation process for the period that began on September 1 of the previous calendar year by submitting to the Board a self-appraisal of said period's performance. This appraisal shall address Dr. Crawford's performance related to each of the goals and objectives determined the preceding September. After Dr.

Crawford has provided this self-appraisal, the Board shall evaluate Dr. Crawford's performance during the previous academic year based on Dr. Crawford's achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate. To aid the Board in its annual evaluation, Dr. Crawford agrees to furnish to the Board such oral or written reports as it may request.

5. **Benefits and Reimbursements.** During the Term of this Agreement, the University shall provide Dr. Crawford with the following benefits and reimbursements:

a. **Standard Benefits.** Dr. Crawford shall be eligible to participate in such University benefits as are generally available to full-time employees, subject to such eligibility requirements, terms and costs as are applicable, including medical, dental and life insurance, 22 vacation days and 15 sick leave days. As part of the employee benefits package, the University makes all required employer retirement contributions to the University's Alternative Retirement Plan or State Teacher Retirement Plan based on the employee's election. In the event the University is prohibited from making employer contributions due to applicable Internal Revenue Code limitations, the University will to the extent permitted by law, contribute an amount equal to the employer contributions it would have made but for the Internal Revenue Code limitation to the University's Supplemental 415(m) Retirement Plan and Supplemental Qualified Retirement Plans.

b. **Additional Life Insurance.** In addition to the group life insurance provided by Section 5(a), the University shall provide Dr. Crawford with a term life insurance policy which in combination with the University's group life insurance plan, provide Dr. Crawford with a death benefit of two times Dr. Crawford's Base Salary and shall pay such premiums. The premiums paid for this additional life insurance will be considered taxable income.

c. **Travel, Entertainment and Other Business Expenses.** Dr. Crawford and his spouse are expected to travel on behalf of the University. Appropriate business class air travel for international flights and for flights scheduled for longer than 4 hours will be provided for the purposes of such travel. The University may acquire contracts for NetJets (or other similar service) as appropriate for the President's needs. Other reasonable travel and other business expenses incurred in Dr. Crawford's capacity as President shall be paid for or reimbursed in accordance with the University's travel and hosting policies. The University will pay or reimburse the reasonable cost of all official entertainment for Dr. Crawford and, as appropriate, for his spouse in accordance with standard university policies. The University will establish an annual budget for entertainment and travel based on the needs of Dr. Crawford's responsibilities.

d. **Automobile.** The University shall provide Dr. Crawford with an automobile allowance in the amount of \$750.00 per month. Any automobile expenses beyond the amount of the allowance as well as any liability, collision and comprehensive insurance and any additional operating expenses shall be the responsibility of the President. In lieu of the automobile allowance, and at Dr. Crawford's election, the University will purchase an U.S. automobile (Chrysler, Ford or General Motors) and will provide insurance, maintenance, and other operating costs of the vehicle, including but not limited to, the cost of fuel, taxes, licenses, registration. Any personal use of the University provided automobile must be reported in accordance with Internal Revenue Service rules and

regulations then in effect. Personal use is subject to taxation as income.

e. **Faculty Appointment.** Dr. Crawford will be a tenured member of the faculty in the Department of Physics. During Dr. Crawford's presidency, Dr. Crawford shall not receive any additional compensation for his faculty appointment. At the conclusion of Dr. Crawford's presidency, Dr. Crawford's employment as a tenured professor may continue at Dr. Crawford's option pursuant to Section 9(b) of this Agreement. This Agreement, including, without limitation, Section 5(e) and Section 9, supersedes and replaces in its entirety all terms and conditions of the Regulations of the Board of Trustees or the Miami University Policy and Information Manual that would otherwise apply to such faculty appointment relating to tenure rights, evaluation, compensation, benefits, leave, discipline, suspension, termination, and complaint, grievance or appeal procedures, and also supersedes and replaces any other provisions of the Regulations of the Board of Trustees and other applicable University policies to the extent they conflict with the terms of this Agreement.

f. **Club Membership.** The University shall pay for Dr. Crawford's membership in two professional clubs or organizations that Dr. Crawford and the Board agree will be helpful to Dr. Crawford in carrying out Dr. Crawford's fundraising, development and recruiting duties as President of the University.

g. **Financial Advisor.** The University shall reimburse Dr. Crawford for up to \$5,000 per contract year for an appropriately qualified expert to provide financial, tax, and estate planning advice.

h. **Sabbatical.** If Dr. Crawford remains continuously employed as President of the University through June 30, 2021, the University shall permit Dr. Crawford to take a three-month sabbatical as such time mutually agreed upon by Dr. Crawford and the University.

i. **Compliance with Section 409A of the Code.** The University shall make the reimbursements under Section 5 of this Agreement in a manner that is compliant with Section 409A of the Code. As such, the amount of expenses reimbursed during one taxable year shall not affect the amount of expenses eligible for reimbursement in any other taxable year. Any reimbursement of expenses shall be made on or before the last day of the taxable year following the year in which the expense was incurred. The right to reimbursement of expenses shall not be subject to liquidation or exchange for another benefit.

j. **Family Tuition Waiver.** The university will waive the three year waiting period required by the University's Fee Waiver policy upon request. Any use of the fee waiver prior to the expiration of the three year waiting period is taxable.

k. **Transition, Moving and Relocation Expenses.** The University will reimburse you a daily consultation rate of \$1903.00 plus reimbursement of travel expenses for all business trips to Oxford, Ohio related to the University prior to your July 1, 2016 start date. The University will also reimburse you for all actual expenses reasonably incurred

in connection with moving you and your family and tangible personal property from Palo Alto, California and South Bend, Indiana areas to Oxford, Ohio, including up to three paid trips to Oxford Ohio for you and your family. You must obtain estimates from two national moving companies and will be reimbursed at the lower estimate unless otherwise agreed to in writing in advance by the Chair of the Board of Trustees.

6. **Housing.** During the Term of this Agreement, for the benefit and convenience of the University in having the functions of the Office of President efficiently discharged and as a condition of Dr. Crawford's employment as President of the University, Dr. Crawford shall reside in the on-campus presidential residence, Lewis Place, provided for Dr. Crawford at the University's expense. The University shall pay for all maintenance and operating expenses at Lewis Place, including grounds keeping, general maintenance, housekeeping, and all utilities including local and long distance telephone (except for personal use), cable (including internet), electric, gas and water. During the Term, Dr. Crawford shall seek prior approval from the Chair of the Board or appropriate Board committee for any capital improvements to the home or its grounds.

For convenience of the University, the President's residence shall be available, and shall be used, for University-related business and entertainment on a regular and continuing basis. Costs associated with such University events shall be paid by the University.

In the event of Dr. Crawford's death during the Term, Dr. Crawford's family shall be permitted to occupy the residence under the same terms and conditions for no less than 60 days from the date of Dr. Crawford's death.

In all other circumstances, Dr. Crawford and Dr. Crawford's family shall vacate the President's residence no later than 10 days following the effective date of termination or expiration of this Agreement.

7. **Tax Reporting.** The University shall include in the W-2 issued to Dr. Crawford all payments, benefits, allowances, and reimbursements that are defined as income or otherwise required to be reported by federal, state or local governments. Except as provided in this Agreement, Dr. Crawford shall be responsible for the payment of all personal taxes due and shall make such payments on a "when due" basis.

8. **Renewal/Extension.** The Board of Trustees of the University (the "Board"), or its designee, and Dr. Crawford shall meet for the purpose of discussing renewal, extension or nonrenewal of this Agreement past its Term, no later than June 30, 2019.

9. **Termination.**

a. **Termination For Cause.** The University may terminate this Agreement at any time for cause upon written notice to Dr. Crawford. For purposes of this Agreement, "Cause" shall mean: (i) conduct whether occurring prior to or during the Term of this Agreement that in the reasonable judgment of the Board is seriously contrary to the best interests of or prejudicial to the University and is also either (a) a substantial deviation from the expected character or behavior of a person occupying the position of a university

president or (b) a serious violation of law reasonably; (ii) willful neglect of duty; (iii) gross negligence or willful malfeasance by Dr. Crawford in the performance of Dr. Crawford's duties; (iv) actions or omissions by Dr. Crawford that are undertaken or omitted knowingly that represent a material breach of University's policies, rules or procedures; or (v) any material breach of this Agreement. In the event Dr. Crawford is terminated for Cause, Dr. Crawford's employment as President shall cease immediately, and Dr. Crawford shall not be entitled to any further compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment. In the event of termination for Cause Dr. Crawford shall have no rights to the tenured faculty appointment provided by paragraph 5(e). The Board may also move to terminate the President's tenured faculty appointment and dismiss him from the faculty for Cause as is provided for in the University's policies and procedures for termination of tenure for Cause except there shall be no appeal to the President and any appeal shall be to the Board of Trustees.

b. Termination Without Cause. The University may terminate this Agreement without Cause at any time for the convenience of the University upon ninety (90) days prior written notice to Dr. Crawford. Termination of this Agreement by virtue of Dr. Crawford's Permanent Disability or death (as set forth in Sections 9(d) and 9(e) of this Agreement, respectively) shall not be construed as termination without Cause. If the University terminates this Agreement without Cause prior to the expiration of the Term, Dr. Crawford shall be entitled to either (i) receive payments equal to Dr. Crawford's then Base Salary and health and dental benefits for one (1) year from the date of termination; or (ii) return to the faculty at the average salary for full professors in the Department of Physics. If Dr. Crawford elects to receive payments pursuant to (i), Dr. Crawford must resign from his tenured faculty position on the effective date of Dr. Crawford's termination. Dr. Crawford shall not be entitled to any further compensation or benefits as President, except as set forth in the University's various benefit plans, including the 457(f) Plan, with respect to vesting and rights. No payments shall be made under this Section 9(b) unless Dr. Crawford provides to the University, and does not revoke, a general release of claims in a form satisfactory to the University.

c. Resignation. Dr. Crawford may resign from the Presidency by providing at least 12 months written notice. Dr. Crawford's employment as President shall cease on the effective date of Dr. Crawford's resignation, and Dr. Crawford shall not be entitled to any further compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

d. Permanent Disability. If Dr. Crawford shall become permanently disabled during Dr. Crawford's service as President, this Agreement shall terminate effective on the date of permanent disability and Dr. Crawford shall receive all benefits to which Dr. Crawford is entitled pursuant to the University's disability insurance plan in which Dr. Crawford participates, as set forth in Section 5(a) as well as the benefits provided by the 457(f) Plan.

For purposes of this Agreement, "Permanent Disability" shall mean Dr. Crawford's inability to perform the essential functions of the job for a period of 120

continuous days, with or without reasonable accommodations.

e. **Death.** In the event of Dr. Crawford's death during the Term of this Agreement, Dr. Crawford's Base Salary shall cease immediately and this Agreement shall terminate effective on the date of death. Dr. Crawford's designated beneficiary shall be entitled to receive all benefits to which Dr. Crawford is entitled under the University's various insurance plans and the benefits provided by the 457(f) Plan only.

10. **Outside Activities.** The University recognizes that it may be both appropriate and beneficial for Dr. Crawford to engage in outside activities, such as serving on for-profit and nonprofit boards of directors, consulting, delivering speeches, and writing. However, Dr. Crawford shall seek prior approval from the Chair of the Board of Trustees and General Counsel, who serves as the University's Chief Ethics Officer before agreeing to undertake any outside activities. Dr. Crawford may not engage in any outside activity that conflicts with Dr. Crawford's duties to and responsibilities for the University or Ohio's Ethics Law. Dr. Crawford is required to file an annual Financial Disclosure Statement with the Ohio Ethics Commission as required by law.

All income or other compensation earned by Dr. Crawford in connection with Dr. Crawford's outside activities shall be paid to and retained by Dr. Crawford and reported in accordance with applicable tax law and established University policy. Such income, if any, shall have no effect on the amount of salary, benefits, or other compensation to which Dr. Crawford may be entitled to under this Agreement.

11. **Confidential Information; Non-Solicitation.**

a. **Confidentiality.** Dr. Crawford acknowledges that while employed hereunder, he will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Dr. Crawford acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University and that such information gives the University a competitive advantage. During the Term and thereafter, Dr. Crawford shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform his duties in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with applicable law or accreditation standards; or (v) to the extent such Confidential Information shall have become public other than by Dr. Crawford's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Dr. Crawford use or disclose Confidential Information if such use or disclosure will expose the University to competitive disadvantage or legal liability, or will otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public regarding the University or its actual or prospective students, employees, alumni, or donors, including without limitation information regarding actual or potential activities of the University; admissions information; fundraising information; the identities of persons under consideration for positions as trustees, officers or employees of the University; information regarding

actual or potential NCAA, athletic conference, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as proprietary and/or confidential.

b. Return of Documents and Property. Dr. Crawford agrees to deliver or return to the University, at its request at any time or upon termination or expiration of his employment or as soon thereafter as possible, all property furnished by the University or prepared, maintained, or acquired by the President in the course of the President's employment hereunder, including without limitation computer equipment, keys, documents, records, lists, data, drawings, prints, notes and all other written information, in any form or media and including all copies.

c. Non-Solicitation. Dr. Crawford recognizes that he will possess Confidential Information about other employees of the University relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with faculty, staff, students and suppliers to the University. Dr. Crawford recognizes that the information he will possess about these other employees is not generally known, is of substantial value to the University in securing and retaining faculty, staff and students and will be acquired by Dr. Crawford because of his position as President. Dr. Crawford agrees that during the Term and for a period of twenty-four (24) months beyond his termination or expiration of this Agreement, that he will not, directly or indirectly, solicit, recruit or hire or aid in the hire of any employee of the University for the purpose of being employed by any business, individual, partnership, firm, corporation or other entity on whose behalf the President is acting as an agent, representative, principal or employee, and Dr. Crawford will not convey any such Confidential Information or trade secrets about other employees of the University to any other person except within the scope of the President's duties hereunder.

d. Notification of Certain Communications. The parties agree that should another employment opportunity be presented to Dr. Crawford or should Dr. Crawford be interested in another employment position during the Term of this Agreement, Dr. Crawford shall notify the Chair of the Board of Trustees of such opportunity or interest before he or any representative of his, holds discussions or engages in other communications with anticipated employment position principals.

e. Remedies for Breach. Dr. Crawford expressly agrees and understands that the remedy at law for any breach by the President of this Section 11 will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Dr. Crawford's violation of any provision of this Section 11, the University shall be entitled to obtain from any court of competent jurisdiction immediate preliminary and/or permanent injunctive relief restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 11 shall be deemed to limit the University's remedies at law or in equity for any breach by Dr. Crawford of any of the provisions of this Section 11, which may be pursued by or available to the University.

f. **Use of Name, Image or Likeness.** During the term of this Agreement, Dr. Crawford consents to the royalty free use of his name, nickname, initials, autograph, signature (but only for promotional purposes and not as a legally binding signature for the execution of documents absent specific authorization from the President), voice, video or film portrayals, photograph, image or likeness, and any other means of endorsement or identification of or by Dr. Crawford, including statistical, biographical, or other information or data relating to the President, by the University or by any party under contract with the University in the conduct and promotion of the University and as otherwise provided in this Agreement. Dr. Crawford acknowledges that from time to time the University may be presented with opportunities for the production and distribution of multimedia broadcasts and promotional materials relating to the University ("Multimedia"). The President agrees to appear in and participate in the creation of such Multimedia works. As between the parties, the University shall own all right, title and interest (including copyright) in and to the Multimedia works and Dr. Crawford hereby assigns his interest in such to the University. The uses allowed in this Section 11(f) shall not present the President in a false or demeaning manner. Where practicable the University shall provide Dr. Crawford advanced notice of an intended use with sufficient detail for the President to comment and provide input on the proposed intended use. In the event the President objects to any current or future use because it presents him in a false or demeaning manner, he shall notify the Chair of the Board who shall reasonably consider the President's objection and as deemed appropriate by the Chair, modify or discontinue the objectionable use.

g. **Survival of Provisions.** To the extent provided in this Section 11(g), the obligations contained in this Section 11 shall survive the termination or expiration of Dr. Crawford's employment and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. Dr. Crawford agrees that the restrictions set forth in this Section 11 are reasonable and necessary in order to protect adequately the University's interests, and agrees not to challenge the reasonableness of any such restriction in any proceeding arising out of or related to this Agreement. If it is determined by a court of competent jurisdiction that any restriction in this Section 11 is excessive in duration or scope or is otherwise unenforceable, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by law.

12. **Compliance with Ohio Law.** Dr. Crawford's appointment as President is subject to all applicable laws and regulations including full compliance with Ohio's Ethics laws. In compliance therewith, the University is providing Dr. Crawford with the enclosed copy of the relevant Ethics laws.

13. **Acknowledgment of Policy Prohibiting Harassment and Discrimination.** All University faculty and staff are required to acknowledge receipt, review, and understanding of the University's Policy Prohibiting Harassment and Discrimination. Please acknowledge Dr. Crawford's receipt, review, and understanding by signing and returning the enclosed policy.

14. **Mediation.** If the parties mutually agree any controversy or claim that either party may

have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Crawford's employment and/or termination of Dr. Crawford's employment may be submitted to non-binding mediation. The costs and fees associated with mediation shall be borne by the University.

15. Notice. All notices required or allowed by this Agreement shall be hand delivered or mailed by certified mail, postage prepaid, return receipt requested. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Chair, Board of Trustees
Miami University
c/o Secretary to the Board
212 Roudebush Hall
Oxford, Ohio 45056

If to the President:

Dr. Gregory P. Crawford
Lewis Place
310 E. High St.
Oxford, Ohio 45056

16. Severability and Waivers. If any portion of this Agreement shall be held to be invalid, inoperative, or unenforceable, then, so far as possible, effect shall be given to the intent manifested by the portion held invalid, inoperative, or unenforceable, and the remainder of this Agreement not found invalid, inoperative, or unenforceable shall remain in full force and effect. No waiver or failure to enforce any or all rights under this Agreement by either party on any occasion shall constitute a waiver of that party's right to assert the same or any other rights on that or any other occasion.

17. Governing Law. This Agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of Ohio, excluding its choice of law rules. Dr. Crawford's appointment as President is specifically subject to and may be superseded by the fiscal watch provisions of Ohio Revised Code Chapter 3345, including the performance evaluation, suspension of authority, duties, and pay, and termination provisions required by Ohio Revised Code § 3345.77.

18. Counterparts. This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument.

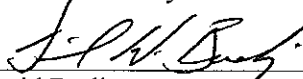
19. Complete Agreement. This Agreement and the deferred compensation agreement contemplated by Section 4(b) constitute the entire agreement between the parties and fully

supersede any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. As such, this Agreement supersedes and replaces the Presidential Term Sheet between Dr. Crawford and the University. This Agreement shall not be amended, modified, or changed other than by written agreement by Dr. Crawford and the University.

20. Personal Contract. Dr. Crawford's obligations and duties shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. Crawford and Dr. Crawford's executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

21. Miscellaneous. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees," and "University" as used in this Agreement, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

Miami University




David Budig

Chair, Miami University Board of Trustees

Date:

March 1, 2016

Gregory P. Crawford, Ph.D.



Date:

March 3, 2016

